



**CITY OF MANCHESTER**  
**Department of Public Works**  
Purchasing Division  
475 Valley Street, Manchester NH 03103  
(603) 624-6444  
(603) 624-6487 Fax

## **INVITATION TO BID**

Sealed proposals will be received at the Department of Public Works, 475 Valley Street, Manchester, New Hampshire, before or at **11:00 AM** prevailing time of the **15<sup>th</sup>** day of **April 2022** for the following items:

### **Aquatic Facilities Chemicals FY22 – 650 – 63**

Request for Proposals and specifications will be available at the Department of Public Works, 475 Valley Street, Manchester, NH or online at:

[www.manchesternh.gov/bids](http://www.manchesternh.gov/bids)

Questions regarding this request should be directed to: Mr. Jesse Boisvert, Purchasing Agent via email at [purchasing@manchesternh.gov](mailto:purchasing@manchesternh.gov).

The Public Works Director reserves the right to waive any irregularities, reject any or all bids, and to accept the bid that appears to be in the best interest of the City. Failure to submit all information called for may be sufficient for disqualification.

Kevin A. Sheppard, P.E.  
Public Works Director

## GENERAL:

1. Proposals will be received by the City of Manchester, New Hampshire at the place and until the time specified in the Request for Proposal. **NO PROPOSALS WILL BE ACCEPTED AFTER TIME AND DATE SPECIFIED.**
2. The following meanings are attached to the defined works when used in this document:
  - a. The word "**City**" means City of Manchester, New Hampshire.
  - b. The word "**Bidder**" means the person, firm, or corporation submitting a bid on these specifications or any part thereof.
  - c. The word "**Contractor**" means the person, firm, or corporation with whom the Contract is being made by carrying out the provisions of this Sealed Bid Invitation and the Contract.
  - d. The words "**firm price**" shall mean a guarantee against price increase during the life of the Contract.
3. Strict compliance with the requirements of the Invitation to Bid, terms and conditions, and the instructions printed is necessary. All blank spaces must be filled in. Any changes and/or corrections shall be marked in red and initialed by the person making such corrections. Signatures of the responsible owner/representative of the firm must be in ink. No reproductions/duplications/copies will be accepted. For the convenience of Proposers, additional Proposal Request packages are available at no cost and on demand at the City of Manchester, Public Works Department, 475 Valley Street, Manchester, NH 03103 or on the City website at: [www.manchesternh.gov/bids](http://www.manchesternh.gov/bids)
4. Each bid must give the full business address of Bidder and be signed by them with their usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the state of incorporation and by the signature and title of president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president", "secretary", "agent", or other title without disclosing his principal may be held to be the bid of the individual signing. When requested by the City, satisfactory evidence of the authority of the officer signing on behalf of the corporation shall be furnished. All proposals must be signed by an authorized, responsible officer or employee having the capacity to enter into contracts.

5. Bids must be securely sealed in a suitable envelope (facsimile and emailed submissions will not be accepted), addressed and marked on the outside as follows:

**FY22-650-63, AQUATIC FACILITIES CHEMICALS**

The entire solicitation document is to be returned when submitting a proposal, unless otherwise directed by the solicitation document. Failure to return all pages may result in a determination that the submittal is non-responsive.

***PLEASE NOTE: THE CITY OF MANCHESTER IS NOT RESPONSIBLE FOR  
BIDS NOT PROPERLY MARKED.***

6. It will be the responsibility of the Bidder to see that their bid is received by the Public Works Department, Purchasing Division as specified.
7. Each bid is received with the understanding that the acceptance in writing via email by the City of the Bidder to furnish any or all of the products/services described therein or as otherwise negotiated, shall constitute a contract between the Bidder (Contractor) and the City, which shall bind the Bidder (Contractor) on his part to furnish and deliver the articles offered at the prices agreed upon and in accordance with the terms and conditions of said accepted bid; and the City on its part to order from such Bidder (Contractor), except for causes beyond reasonable control; and pay for, at the agreed prices, all products/services specified and delivered.
8. A contract agreement that is customarily employed by the City will be used. The contract agreement will incorporate the original Bid documents and all the terms and conditions of the Invitation to Bid as well as the sealed proposal. A sample copy of the contract agreement is attached hereto.
9. Bids may be withdrawn upon written or electronic request received from Bidders prior to the time affixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.
10. The solicitation document maintained by the Public Works Department, Purchasing Division, in the appropriate file folder, shall be considered the official copy. In the case of any inconsistency between bid documents submitted to the City, but not clearly listed on the exception page of the document or as an exception by the Bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the Bidder may be cause to disqualify your bid.
11. Award will be made according to procedures outlined in the RFP, using the criteria published therein.
12. Upon making an award, or giving notice of intent to award, the City will place appropriate notice on the City website: [www.manchesternh.gov/bids](http://www.manchesternh.gov/bids).

13. No oral interpretations will be made to any Bidder as to the meaning of the specifications or terms and conditions of this Invitation to Bid. Every request for such interpretation or request for a change in the specifications or terms and conditions shall be made electronically to:

**Email:** [purchasing@manchesternh.gov](mailto:purchasing@manchesternh.gov)

**Subject:** Aquatic Facilities Chemicals

All questions must be received by **Friday, April 8<sup>th</sup>, 2022**. Any questions received after that date will not be answered. The City of Manchester will post all questions and answers as an addendum on the City website:

[www.manchesternh.gov/bids](http://www.manchesternh.gov/bids)

Any such addendums will then become part of the complete RFP.

14. It is the responsibility of the proposer to check the website prior to the submittal deadline to ensure that the proposer has a complete, up-to-date package.
15. Bids that are incomplete, not properly endorsed or signed, or otherwise contrary to these instructions may be rejected as informal by the City. The Bid must be filled out completely and accurately. Please explain in detail any exceptions or deviations taken on this bid. Separate pages may be used if necessary.
16. Bids must be submitted on the Bid Schedule hereinafter provided. Prices shall be clearly and fully stated in units of quantities specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges that have not already been disclosed on the bid schedule. In case of discrepancy in computing the amount of the bid, the unit prices quoted will govern.
17. **Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder, prices quoted will be considered as being based on delivery to the destination designated, including any and all freight and packing charges.**
18. As the City is exempt from the payment of federal excise taxes, all prices quoted herein are not to include these taxes.
19. Prices stated shall remain firm for the duration of the contract. The products/services on which proposals are submitted must be of such character, quality and/or performance equivalence that it will serve as that specified. In submitted proposals on products/services other than as specified, proposer shall furnish complete data and identification with respect to the alternate products/services they propose to furnish.
20. It is understood and agreed that in the event of failure/default on the part of the Contractor to indicate date of delivery and/or completion, delivery and/or completion will be made within **5** business days from date of receipt of order. Should the successful Contractor fail

to make delivery or complete the contract within time specified, the City reserves the right to procure the equipment/product from other sources, and hold the Contractor liable for any excess cost.

21. The City reserves the right to postpone the delivery date to allow for any change in operating conditions or for any other cause not now foreseen. In the event the City elects to exercise this right, all prices quoted pursuant to this Sealed Bid Invitation will remain firm, and the City shall incur no additional obligation to the Contractor on account of any delay of delivery date ordered by the City.
19. It is agreed that deliveries and/or completion are subject to strikes, lockouts, accidents, and acts of God.
20. The time of proposed delivery must be stated in definite terms. If time of delivery for different products/services varies, the Bidder shall so state.
21. The City reserves the right to divert delivery from one location to another, and to allow for any change in operation conditions or for any other cause not now foreseen and to proportion deliveries according to available storage facilities.
22. Samples, when requested, must be furnished free of expense. Upon request, if not destroyed, sample will be returned at the bidders risk and expense.
23. Any equipment/product delivered must be standard new and unused, latest model, except as otherwise specifically stated in the proposal. Where any part or the normal accessories of equipment/product is not described, it shall be understood that all equipment/product and accessories that are usually provided in the manufacturer's stock model shall be furnished.
24. Unless otherwise stated by the Bidder, the proposal will be considered as being in strict accordance with the specifications outlined in this Sealed Bid Invitation. References to a particular trade name, manufacturer's catalogue, or model number, are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However, the Bidder, if awarded a Contract, will be required to furnish the particular item referred to in the specifications or descriptions unless a departure or substitution is clearly noted and described in the proposal.
25. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
26. Conditional and/or alternative bids will not be accepted.

27. The City reserves the right to waive any informality in bids, to reject any and all bids wholly or in part, and to make awards in a manner deemed in the best interest of the City.
28. Awards will be made in the best interest of the City. In determining what would be in the best interest of the City, the following shall be considered:
- a. The ability, capacity, and skill of the Bidder to perform the Contract or provide the service required;
  - b. Whether the Bidder can perform the Contract or provide the service promptly or within the time specified, without delay or interference;
  - c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder;
  - d. The quality of performance of previous contracts or services;
  - e. The previous and existing compliance by the Bidder with laws and ordinances relating to the Contract or service;
  - f. The sufficiency of the financial resources and ability of the Bidder to perform the Contract or provide the service;
  - g. The quality, availability, and adaptability of supplies or contractual services to the particular use required;
  - h. The ability of the Bidder to provide future maintenance and services for the use of the subject of the Contract;
  - i. The "lowest responsible Bidder" who quotes the lowest net price in accordance with specifications;
  - j. The number or scope of conditions attached to this bid.
29. The City reserves the right to make awards on this proposal by item or to accept all or part of the proposal or prices quoted. In addition, the City reserves the right to award materials on the basis of the lowest total cost of the bid item to the City, including the City's cost of transportation to and from the source.
- In cases where two or more Bidders have the same net bid, the City may give preference to firms located within the City.
30. Upon making an award, or giving notice of intent to award, the results will be placed with appropriate notice on the City website: [www.manchesternh.gov/bids](http://www.manchesternh.gov/bids).

31. The Bidder must certify that no official or employee of the City or State of New Hampshire, has a pecuniary interest in the proposal or in the Contract that the Bidder offers to execute or in the expected profits to arise there from, and that this bid is made in good faith without fraud, collusion or in connection with any other person submitting a proposal.
32. The Bidder, if awarded an order or contract, agrees to protect, defend and hold the City harmless against any demand for the use of any patented material, process, article or device that may enter into the manufacture, construction or form a part of the work covered by either order or contract.
33. The Bidder, if awarded an order or contract, agrees to defend, indemnify, and hold harmless the City from all damages to life and property arising out of the performance of this Contract due to the Bidder's negligence, that of his employees, subcontractors, etc., or due to the negligence of the City, its employees, representatives, agents, etc.
34. The Revised Statutes Annotated of the State of New Hampshire, the Charter of the City, and all City Ordinances insofar as they apply to the laws of competitive bidding, contracts and purchases are made a part hereof.
35. The Bidder to whom a contract is awarded guarantees to the City that all items furnished under this contract shall be free of defects in design, materials and workmanship for a period of one (1) year after final inspection and acceptance. The Contractor shall replace promptly any defective equipment, materials and/or workmanship required without additional cost to the City.
36. The Bidder to whom a contract is awarded guarantees to the City that all warrants of merchantability and fitness for a particular purpose as provided for in New Hampshire 382A-2-314 and 2-314 shall remain in force and will not be disclaimed.
37. The Bidder, if awarded an order or contract, agrees to provide to the City proof of Federal Identification Number (IRS Code Section 6723). Acceptable forms of documentation are a copy of a federal tax depository ticket, copy of IRS label showing name and Federal ID Number, IRS letter of taxpayer Identification Number assigned, other correspondence from the IRS with both individual/business name and Federal Identification or stationery/bills with Federal ID Number (and firm name and address) **PREPRINTED** on it. Any impertinent information may be blackened out before sending to the City. Copies of tax returns must show taxpayer section and signature.
38. Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance pursuant to RSA 277-A when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to RSA 277-A. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to submit MSDS and/or labels on each container may result in civil

or criminal penalties, including bid debarment and action to prevent the vendors furnishing substances or mixtures. Vendors are cautioned to obtain and read the law referenced above.

39. Payment Terms:

- a. Delivery and Acceptance: Upon delivery and acceptance of the product by the department to which it is assigned, the Contractor shall secure the signature of an authorized representative on an original delivery slip and shall provide two (2) copies of an invoice or bill of sale.
  - b. Payments: Payments shall be made within 15-45 days of delivery and acceptance of contracted item(s)/services or upon receipt of a verified claim for payment, whichever is later. The claim for payment consists of the original delivery slip and two (2) copies of the invoice/bill of sale executed as provided for in the paragraph above.
  - c. Payment can also be made by City departments via credit card or EFT payments. If either method is chosen by Contractor/Department, no additional charges will be assessed to the City.
40. Availability of Funds: A contract shall be deemed executory only to the extent of appropriations available to each department for the purchase of such articles or services. The City's extended obligations on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.
41. The Public Works Director may terminate the contract for breach by the Contractor of any of the provisions of the contract by giving the Contractor ten (10) days' notice by registered mail.
42. Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Public Works Director or designee.

**FAILURE TO COMPLY WITH THESE REQUIREMENTS COULD RESULT IN THE  
CANCELLATION OF AN ORDER OR CONTRACT**

**SPECIFICATIONS:** Please see attached.



## **SPECIFICATIONS**

The City of Manchester, New Hampshire is hereby requesting firm pricing for aquatic facilities chemicals and carbon dioxide cylinder rentals.

The City is not obligated to any minimum or maximum quantities under this bid.

### **Cylinder Rentals:**

Carbon Dioxide tanks will need to be rented from the vendor for the swimming season. Six (6) tanks are required, two (2) at each of the following facilities: Livingston Pool, DuPont Splash Pad and Raco Pool.

It is possible that we will need two additional cylinders at the Hunt Pool facility thus the bid schedule refers to eight (8) total rentals.

### **Delivery:**

Chemicals will be delivered directly to the aquatics facilities. It is the Bidder's responsibility to familiarize themselves with the locations prior to placing a bid.

The City may withhold acceptance of or reject any merchandise which is found, upon examination, not to meet specifications. When rejected, the merchandise shall be removed by the contractor within ten (10) business days after notification of rejection at no cost to the City.

### **Termination:**

The City reserves the right to terminate the contract entered into as a result of this bid if the goods or services are at any time deemed to be unsatisfactory.

### **Contract Length:**

The operative period of this contract shall be from date of contract award until the closure of the aquatic facilities for the 2022 summer season.

Bid prices shall remain firm for the duration of the contract.

### **Exceptions/Deviations:**

If the Bidder has any exceptions or deviations, please submit those on your own letterhead and check the box on page 12.

Any and all additional charges (ie: Deposits should be explained in this section). The City of Manchester will not pay any additional charges not explained or not mentioned in response.

### **Submittal:**

Bidders must submit pages 11 - 12.

## BID SCHEDULE

PROPOSAL FOR: **AQUATIC FACILITIES CHEMICALS (FY22-650-63)**

DATE & TIME: **APRIL 15, 2022 at 11:00 AM**

The undersigned, as Bidder, hereby agrees that before preparing this bid, he/she carefully read the specifications and hereby agrees that if the proposal is accepted he/she will contract with the City in accordance with the specifications, terms, and conditions as spelled out in this Sealed Bid Invitation.

Product/Chemical	Est. Quantity	Bid Price
Cyanuric Acid 100% - 50 lb. barrel	18 +/- barrels	\$_____per barrel
Sodium Hypochlorite 12% chlorine Bulk delivery	4 (four) 1,000 gal. deliveries	\$_____per gallon
Sodium Hypochlorite 12% chlorine 55 gal. drums	24 drums	\$_____per drum
Calcium Hypochlorite 65% 100lb barrel	10 barrels	\$_____per barrel
Diatomaceous earth (aka celite) 25lb bag	40 bags	\$_____per bag
Sodium Bicarbonate - powder 50lb bag	112 bags	\$_____per bag
Carbon Dioxide Gas – 50 lb. cylinder	50 +/- cylinders	\$_____per cylinder
Carbon Dioxide Cylinder Seasonal Rental	8 cylinders	\$_____per cylinder
Liquid Chlorine Carboys – 5 gal.	20 carboys	\$_____per carboy
Sodium Thiosulfate 50 lb. bag/barrel	6 bags/barrels	\$_____per bag/barrel
Calcium Chloride 50 lb. bag/barrel	30 bags/barrels	\$_____per bag/barrel

This form must be signed. All signatures must be original and not photocopies.

PROPOSAL FOR: **AQUATIC FACILITIES CHEMICALS (FY22-650-63)**

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\_\_\_\_\_  
Authorized signature & title of Bidder

\_\_\_\_\_  
Print or type name & title of Bidder

\_\_\_\_\_  
Company Name (Corporation/general partnership organized & existing under the laws of the State of \_\_\_\_\_)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Date Quotation Made: \_\_\_\_\_ **Required** Email Address: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

*Vendors will be notified via email only – if no email is provided it will be the bidders' responsibility to check the City of Manchester's website for the results.*

***Exceptions to the above specifications must be duly noted on your letterhead as a separate sheet. Please check the box if you have exceptions.*** ☐

## SAMPLE CONTRACT

City of Manchester Public Works Department  
Parks, Recreation and Cemetery Division  
475 Valley Street  
Manchester, New Hampshire 03101

Agreement made \_\_\_\_\_, 20\_\_\_\_, between the City of Manchester, a municipal corporation of the State of New Hampshire, herein referred to as "City", and \_\_\_\_\_ of \_\_\_\_\_, City of \_\_\_\_\_, County of \_\_\_\_\_, State of \_\_\_\_\_, herein referred to as "Contractor".

For the considerations set forth herein, the parties agree as follows:

1. \_\_\_\_\_, being the lowest responsible Bidder, shall provide to the City the following supplies, materials, equipment and services:  
Such supplies, materials, equipment, and services shall be provided in accordance with the bid made by \_\_\_\_\_ pursuant to the Invitation to Bid and Terms & Conditions contained in Sealed Bid Invitation **AQUATICS FACILITIES CHEMICALS (FY22-650-63)**, which is hereby incorporated by reference and made a part hereof as if set forth herein in full.
2. The City shall pay the Contractor \_\_\_\_\_, the price and amount set out in Contractor's bid on delivery to and acceptance by City of the supplies, materials, equipment, and services herein described, and on filing by \_\_\_\_\_ and approval by the City of a verified claim for the amount due.
3. The agreement shall be inoperative during such period of time as delivery or acceptance may be rendered impossible by reason of fire, strike, act of God, government regulation, or other cause beyond the control of either party.
4. This agreement shall be binding on the assigns and successors of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement at 475 Valley St, Manchester, New Hampshire on the day and year first above written.

ACKNOWLEDGED BY:  
CONTRACTOR:

CITY OF MANCHESTER:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature:

Print name:  
Title:

Print Name:  
Title: